

# **EXHIBIT B**

AO 440 (Rev. 8/01) Summons in a Civil Action

UNITED STATES DISTRICT COURT

Southern

District of

New York

CRP/CAPSTONE 14W PROPERTY OWNER,  
LLC,

V.  
MORGAN FUNDING, INC.

SUMMONS IN A CIVIL ACTION

CASE NUMBER:

07 CIV 7165

JUDGE CASTEL

TO: (Name and address of Defendant)

MORGAN FUNDING, INC.  
26 JOURNAL SQUARE  
JERSEY CITY, NJ. 07306

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

Y. DAVID SCHARF, ESQ.  
ETHAN R. HOLTZ, ESQ.  
MORRISON COHEN LLP  
909 THIRD AVENUE  
NEW YORK, NY. 10022

an answer to the complaint which is served on you with this summons, within 30 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

CLERK

*Manos Quintero*

DATE

AUG 10 2007

(By) DEPUTY CLERK



AO 440 (Rev. 10/93) Summons in a Civil Action

## RETURN OF SERVICE

SERVICE OF: **SUMMONS AND COMPLAINT, RULE 7.1, CIVIL COVER SHEET**  
EFFECTED (1) BY ME: **WILLIAM SANCHEZ**  
TITLE: **PROCESS SERVER**

DATE: 08/17/2007 03:00PM

CHECK ONE BOX BELOW TO INDICATE APPROPRIATE METHOD OF SERVICE:

☐ Served personally upon the defendant:

MORGAN FUNDING INC.

Place where served:

26 JOURNAL SQUARE JERSEY CITY NJ 07305

☐ Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left:

JOANNE MENDOZA

Relationship to defendant: AUTHORIZED AGENT

Description of person accepting service:

SEX: F AGE: 21-35 HEIGHT: 5'4"-5'8" WEIGHT: 100-130 LBS. SKIN: YELLOW HAIR: BROWN OTHER: \_\_\_\_\_

☒ To the best of my knowledge, said person was not engaged in the U.S. Military at the time of service

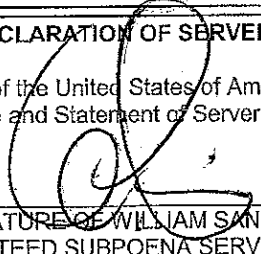
## STATEMENT OF SERVER

TRAVEL \$ \_\_\_\_\_ SERVICES \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_


## DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in this Return of Service and Statement of Server is true and correct.

DATE: 08 / 17 / 2007.

  
\_\_\_\_\_  
SIGNATURE OF WILLIAM SANCHEZ  
GUARANTEED SUBPOENA SERVICE, INC.  
2009 MORRIS AVENUE  
UNION, NJ 07083

L.S.

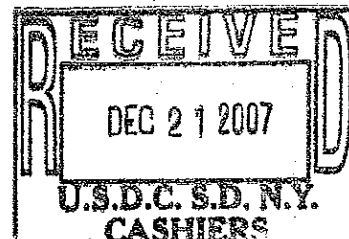
8/17/07  
  
ZULEYDA CONCEPCION  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Oct. 2, 201

ATTORNEY: ETHAN R. HOLTZ, ESQ.  
PLAINTIFF: CRP/CAPSTONE 14W PROPERTY OWNER  
DEFENDANT: MORGAN FUNDING INC.  
VENUE: DISTRICT NY  
DOCKET: 07 CIV 7165

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

# **EXHIBIT C**

OFFICE COPY



UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF NEW YORK

-----X  
CRP/CAPSTONE 14W PROPERTY OWNER, LLC,

CASE NO. 07 Civ. 7165  
(PKC)

Plaintiff,

- against -

**THIRD AMENDED  
COMPLAINT**

MORGAN FUNDING, INC.,

Defendants.  
-----X

Plaintiff CRP/Capstone 14W Property Owner, LLC (the "Landlord"), by its undersigned attorneys, alleges for its Amended Complaint against Defendant Morgan Funding, Inc. ("MFI") as follows:

**Parties and Jurisdiction**

1. Landlord, a Delaware limited liability company that is licensed to business in New York, is the owner of the premises located at 14 Wall Street, New York, New York (the "Building"), which is its principal place of business. Landlord's constituent members are Capstone Equities Real Estate Fund I, L.P., a Delaware limited partnership and CRP 14W, L.L.C., a Delaware limited liability company (the "Members"). The constituent members of the Members are: Joshua Zamir, a domiciliary of the State of New York; Daniel Ghadamian, a domiciliary of the State of New York; Mark Schoenfeld, a domiciliary of the State of Virginia; and Robert Stuckey, a domiciliary of the State of Virginia.

2. Upon information and belief, MFI is a New Jersey Corporation with its principal place of business located at 26 Journal Square, Jersey City, New Jersey. This Court has jurisdiction of MFI because it entered into a contract in and transacted business in New York.

3. This Court possesses jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332, because this action is between citizens of different states and involves an amount in controversy exceeding \$75,000.00, exclusive of interest and costs.

4. Venue in this Court is appropriate pursuant to 42 U.S.C. § 1391(a), because the United States District Court for the Southern District of New York is the judicial district where the real property at issue is located and where Defendant conducted business.

#### **Facts Common To All Causes of Action**

##### **The Lease**

5. On or about December 9, 2003, MFI entered into a lease agreement with the Building's then owner W12/14 Wall Realty LLC, (the "Lease") for office space on the 8<sup>th</sup> Floor of the Building (the "Demised Premises").

6. On or about January 12, 2007, Landlord executed an agreement to purchase the Building and thereafter became the owner of Building.

7. As part of its purchase of the Building, Landlord assumed all the leases that were then in effect, including MFI's Lease.

8. Articles 38 and 39 of the Lease required the MFI to pay a base rent of \$245,353.68 per year (\$20,446.14 per month) for the first year of the Lease term, \$249,810.75 per year (\$20,817.56 per month) for the second year of the lease term, \$254,356.97 (\$21,196.41 per month) thereafter until the expiration of the Lease and certain other charges and building expenses defined by the Lease as "additional rent" (collectively referred to herein as "Rent").

9. Pursuant to Article 38 of the Lease, Rent is to be timely paid in advance of the first day of each and every calendar month during the term of the Lease.

10. In the event Rent is not paid by MFI within five days of when it is due, Article 51(c) of the Lease requires MFI to pay to Landlord a late charge equal to 5% of the amount of the Rent payment and to pay interest at a rate of the lesser between 5% over the Prime Rate or the maximum rate that can be charged to parties of the same legal capacity as MFI (collectively "Late Charges").

11. Article 52 of the Lease also required MFI to provide a security deposit of \$21,875.00, which could be drawn on by Landlord in the event MFI defaulted on any covenant in the Lease.

12. Article 51(D) of the Lease also entitles Landlord to seek recovery of any expenses, including attorney's fees, incurred as a result of any defaults by MFI, including its failure to pay Rent.

13. Finally, section 51(F)(a) of the Lease provides *inter alia* that upon any termination of the Lease as result of MFI's default, Landlord shall be entitled to immediately recover from MFI the balance of Rent owed by MFI for the remainder of the Lease term as liquidated damages (the "Acceleration Remedy").

#### **MFI's Breaches of the Lease**

14. After its purchase of the Building had closed, on or about May 1, 2007, Landlord sent MFI an invoice demanding payment in the amount of \$62,297.88, which included charges for amounts owed but not collected by the Building's previous owner, MFI's required security deposit and MFI's May 2007 Rent.

15. MFI did not pay any of the amounts described in the May 1, 2007, invoice, or challenge it any way.

16. On or about June 1, 2007, Landlord sent MFI another invoice demanding payment in the amount of \$83,345.48, which amount included the previously unpaid charges plus MFI's June 2007 Rent.

17. MFI did not pay any of the amounts demanded in the June 1, 2007 invoice, or challenge it any way.

18. On or about July 1, 2007, Landlord through its managing agent CB Richard Ellis ("CBRE") sent MFI another invoice payment in the amount of \$104,393.08, which amount included the previously unpaid charges plus MFI's July 2007 Rent.

19. MFI did not pay any of the amounts demanded in the July 1, 2007 invoice, or challenge it any way.

20. Accordingly, on July 6 and 12, 2007, Landlord's counsel sent MFI a notice of default, advising that MFI's failure to pay rent constituted a default pursuant to sections 17(1) and 51(b) of the Lease and requesting that MFI cure within the period prescribed by the Lease.

21. MFI did not respond to the notice of default nor pay any of the amounts it owed to Landlord.

22. At that time, CBRE was asked to make inquiries with Building personnel regarding MFI.

23. It was then discovered by CBRE that on or about the beginning of June 2007, MFI had transported certain boxes and computer equipment out of the Building.



24. Upon being approached by Building personnel, a man identifying himself as David Masten ("Masten") of MFI, informed them that he was just moving some computer equipment to MFI's New Jersey office.

25. Building personnel instructed Masten to wait and not to remove anything from the Demised Premises, as no notice had been given and proper Building rules and regulations were not being followed.

26. While Building personnel was checking Masten's story, Masten removed the equipment from the Building and did not return.

27. The Demised Premises have not been re-entered by anyone from MFI.

28. The foregoing events were communicated to Landlord in or about late July 2007.

29. Accordingly, on July 27, 2007, Landlord's counsel sent notice to MFI pursuant to sections 17(1) and 51(b) that because of MFI's breaches for failure to pay Rent, its failure to take any action in response to the earlier default notice and its abandonment of the Demised Premises, Landlord was terminating MFI's Lease.

30. Upon Landlord's rightful termination of the Lease, MFI became liable to Landlord for the balance of Rent due for the full term of the Lease pursuant to the Acceleration Remedy.

**FIRST CAUSE OF ACTION**  
**(Breach of Contract)**

31. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 29 as if re-stated fully hereat.

32. The Lease was a valid and enforceable contract between Landlord and MFI.

33. Landlord fully performed all of its obligations required by the Lease.

34. MFI breached the Lease by failing to pay Rent in the amounts demanded by Landlord's May, June and July invoices.

35. Landlord was damaged by said breach in the amount of \$104,393.08 plus Late Charges.

36. MFI further breached the Lease by abandoning the Demised Premises prior to the expiration of the Lease.

37. As a result of MFI's breaches and failure to pay Rent, Landlord properly terminated the Lease, triggering the Acceleration Remedy.

38. Landlord is thus entitled to recover at least \$336,490.61 for the balance of the Lease term as liquidated damages pursuant to the Acceleration Remedy.

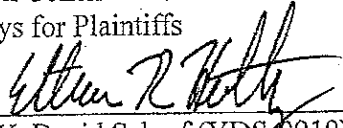
39. Pursuant to the Lease, Landlord is further entitled to recover its costs and expenses incurred as a result of MFI's breaches, including its attorney's fees in this action.

WHEREFORE, CRP/Capstone 14W Property Owner, LLC respectfully request judgment on its Complaint in an amount of at least \$440,883.69, plus additional rent, late charges, interest, attorneys fees, and other expenses, which precise amount Landlord respectfully requests leave to prove at the trial of this action based on the relevant facts and circumstances then applying, together with such other relief as the Court deems just and proper.

Dated: New York, New York  
December 20, 2007

Morrison Cohen LLP  
Attorneys for Plaintiffs

By:

  
Y. David Scharf (YDS-0910)  
Ethan R. Holtz (EH-3524)  
909 Third Avenue  
New York, New York 10022  
(212) 735-8600

UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF NEW YORK

-----X  
CRP/CAPSTONE 14W PROPERTY OWNER, LLC :

Plaintiff, :

-against- :

Case No. 07cv7165 (PKC)

MORGAN FUNDING, INC.,

Defendant. :

**AFFIDAVIT OF SERVICE**

-----X  
STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

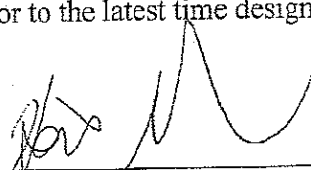
Hector Gonzalez, being duly sworn, deposes and says:

1. Deponent is not a party to this action is over 18 years of age and resides in Brooklyn, New York.

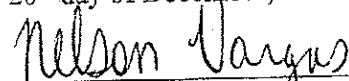
2. On the 20th day of December, 2007, deponent served the **Third Amended Complaint** upon:

Morgan Funding, Inc.  
26 Journal Square  
Jersey City, NJ 07306

by and depositing a true copy of same enclosed in a properly addressed wrapper, in the custody of Federal Express, an overnight delivery service, prior to the latest time designated by Federal Express for overnight delivery.

  
\_\_\_\_\_  
Hector Gonzalez

Sworn to before me this  
20<sup>th</sup> day of December, 2007.

  
\_\_\_\_\_  
Notary Public

NELSON VARGAS  
NOTARY PUBLIC, State of New York  
No. 01VA6196033  
Qualified in Nassau County  
Commission Expires October 31, 2009

UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF NEW YORK

-----X  
CRP/CAPSTONE 14W PROPERTY OWNER, LLC :

Plaintiff, :

-against- :

Case No. 07cv7165 (PKC)

MORGAN FUNDING, INC.,

**AFFIDAVIT OF SERVICE**

Defendant. :

-----X  
STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK )

ss.:

Hector Gonzalez, being duly sworn, deposes and says:

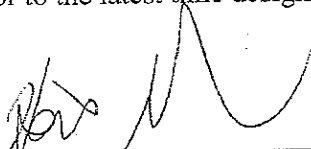
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2. On the 20th day of December, 2007, deponent served the **Third Amended Complaint** upon:

Morgan Funding, Inc.  
26 Journal Square  
Jersey City, NJ 07306

by and depositing a true copy of same enclosed in a properly addressed wrapper, in the custody of Federal Express, an overnight delivery service, prior to the latest time designated by Federal Express for overnight delivery.

Sworn to before me this  
20<sup>th</sup> day of December, 2007.

Nelson Vargas  
Notary Public

  
\_\_\_\_\_  
Hector Gonzalez

NELSON VARGAS  
NOTARY PUBLIC, State of New York  
No. 01VAS136033  
Qualified in Nassau County  
Commission Expires October 31, 2009

# **EXHIBIT D**

# MorrisonCohen<sub>LLP</sub>

019359 CAPSTONE - 14 WALL STREET  
0027 MORGAN FUNDING

DATE: 07/18/07  
INVOICE # 151779

CAPSTONE - 14 WALL STREET  
110 EAST 42ND STREET, 13TH FLOOR  
NEW YORK, N.Y. 10017

TAXPAYER IDENTIFICATION  
NUMBER 13-3205994

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FOR PROFESSIONAL SERVICES RENDERED AS OF JUNE 30, 2007

	ATTORNEY	HOURS	VALUE
06/28/07 REVIEW LEASE/DRAFT NOTICE OF DEFAULT	ERH	0.60	189.00

TOTAL FEES SERVICES.....\$ 189.00

TOTAL BALANCE DUE FOR THIS PERIOD.....\$ 189.00

\*\*\*\*\* THIS BILL IS FOR CURRENT SERVICES ONLY \*\*\*\*\*

**MorrisonCohen**<sub>LLP</sub>019359 CAPSTONE - 14 WALL STREET  
0027 MORGAN FUNDINGDATE: 08/22/07  
INVOICE # 153146CAPSTONE - 14 WALL STREET  
14 WALL STREET - SUITE 5D  
NEW YORK, N.Y. 10005TAXPAYER IDENTIFICATION  
NUMBER 13-3205994

FOR PROFESSIONAL SERVICES RENDERED AS OF JULY 31, 2007

	ATTORNEY	HOURS	VALUE
07/20/07 E-MAILS W CLIENT RE DEFAULT	ERH	0.40	126.00
07/25/07 CALLS W/DAWN SHILLINGFORD RE	ERH	1.00	315.00
VACATING OF SPACE/EMAILS TO CLEINT			
07/26/07 REVIEW LEASE/DRAFT NOTICE TO	ERH	1.00	315.00
CNAEL LEASE/EMIALS WITH DAWN			
07/27/07 FINALIZE NOTICE OF CANCELLATION	ERH	0.20	63.00

TOTAL FEES SERVICES.....\$ 819.00

## DISBURSEMENTS:

VALUE

DOCUMENT REPRODUCTION SERVICES  
MAIL1.50  
35.76

TOTAL DISBURSEMENTS.....\$ 37.26

TOTAL BALANCE DUE FOR THIS PERIOD.....\$ 856.26

\*\*\*\*\* THIS BILL IS FOR CURRENT SERVICES ONLY \*\*\*\*\*



**MorrisonCohen**<sub>LLP</sub>

019359 CAPSTONE - 14 WALL STREET  
0027 MORGAN FUNDING

DATE: 09/11/07  
INVOICE # 153489

CAPSTONE - 14 WALL STREET  
14 WALL STREET - SUITE 5D  
NEW YORK, N.Y. 10005

TAXPAYER IDENTIFICATION  
NUMBER 13-3205994

FOR PROFESSIONAL SERVICES RENDERED AS OF AUGUST 31, 2007

	ATTORNEY	HOURS	VALUE
08/03/07 O/C WITH E HOLTZ RE TENANT'S DEFAULT AND LANDLORD'S REMEDIES; REVIEW OF LEASE RE SAME	SS	0.50	225.00
08/06/07 REVIEW LEASE/DRAFT COMPLAINT/REVIE LEASE-EMAIL W STEVEN GRIN SECURITY DEPOSIT ISSUES	ERH	4.80	1,584.00
08/06/07 EMAILS WITH CLIENT AND E. HOLTZ RE STATUS OF TENANCY	YDS	0.20	110.00
08/07/07 REVIEW LEASE/DOCS/DRAFT COMPLAINT	ERH	3.30	1,089.00
08/07/07 REVIEW AND COMMENT ON COMPLAINT; DISCUSS VENUE ISSUES WITH E. HOLTZ	YDS	1.00	550.00
08/09/07 EMAILS WITH CLIENT; REVIEW MATTER WITH ETHAN HOLTZ; APPROVE COURT FILING	YDS	1.00	550.00
08/09/07 REVIEWED AND PREPARED PAPERS FOR FILING WITH THE COURT, DRAFTED UP CHECK REQUEST FOR FILING FEES AND FORWARD ALL PAPERS TO AN OUTSIDE SERVICE FOR FILING WITH THE COURT.	HG	1.00	190.00
08/09/07 REVISE COMPLAINT/DRAFT SUMMONS/CIVIL COVER SHEET/7.1 STATEMENT/ATTN TO FILING/CALLS W CLIENT	ERH	3.50	1,155.00
08/13/07 OBTAINED FILE STAMPED SUMMONS AND COMPLAINT, SCANNED AND CONVERTED PAPERS INTO PDF DOCUMENTS, PREPARED PAPERS FOR SERVICE AND FILING AND FORWARD ALL PAPERS TO AN OUTSIDE SERVICE FOR SERVICE OF PROCESS	HG	0.50	95.00
08/14/07 CALL WITH E. HOLTZ RE MORGAN FAX	YDS	0.20	110.00
08/23/07 OBTAINED AFFIDAVIT OF SERVICE, SCANNED AND CONVERTED AFFIDAVIT OF SERVICE W/ ATTACHED SUMMONS	HG	0.20	38.00

**MorrisonCohen**<sub>LLP</sub>

019359 CAPSTONE - 14 WALL STREET  
0027 MORGAN FUNDING

DATE: 09/11/07  
INVOICE # 153489

FOR PROFESSIONAL SERVICES RENDERED AS OF AUGUST 31, 2007

	ATTORNEY	HOURS	VALUE
08/24/07 INTO A PDF DOCUMENT PREPARED SUMMONS WITH PROOF OF SERVICE FOR FILING, FILED SUMMONS VIA ECF, FORWARD PROOF OF FILING TO ATTORNEY AND FORWARD ORIGINAL SUMMONS TO AN OUTSIDE SERVICE FOR FILING TRADITIONALLY WITH THE COURT	HG	0.30	57.00
08/27/07 OBTAINED FILE STAMPED SUMMONS AND COMPLAINT	HG	0.20	38.00

TOTAL FEES SERVICES.....\$ 5,791.00

DISBURSEMENTS:	VALUE
MEALS	42.99
TRAVEL	26.50
TELEPHONE/FACSIMILE	1.00
DOCUMENT REPRODUCTION SERVICES	177.90
MAIL	27.58
COURT FILING & MISC FEES	350.00

TOTAL DISBURSEMENTS.....\$ 625.97

TOTAL BALANCE DUE FOR THIS PERIOD.....\$ 6,416.97

\*\*\*\*\* THIS BILL IS FOR CURRENT SERVICES ONLY \*\*\*\*\*

**MorrisonCohen**LLP

019359 CAPSTONE - 14 WALL STREET  
0027 MORGAN FUNDING

DATE: 10/09/07  
INVOICE # 154525

CAPSTONE - 14 WALL STREET  
14 WALL STREET - SUITE 5D  
NEW YORK, N.Y. 10005

TAXPAYER IDENTIFICATION  
NUMBER 13-3205994

FOR PROFESSIONAL SERVICES RENDERED AS OF SEPTEMBER 30, 2007

	ATTORNEY	HOURS	VALUE
09/12/07 REVIEW SETTLEMENT OFFER/CALLS W STEVEN GRIN	ERH	0.50	165.00
09/13/07 DOCKETING, CASE MANAGEMENT, CALENDARING AND NEW CASE OPENINGS ON MA3000	HG	0.60	114.00
09/18/07 DRAFT REPOSNE TO SETTLEMENT OFFER	ERH	0.50	165.00
09/19/07 REVIEW EMAIL AND ATTACHMENT FROM E. HOLTZ RE SETTLEMENT ISSUES	YDS	0.10	55.00
09/26/07 REVIEW EXECUTED AGREEMENT	YDS	0.10	55.00
09/27/07 DRAFT PRECONFERENCE SUBMISSION TO COURT	ERH	1.20	396.00
09/28/07 TRAVEL TO AND FROM COURT TO DELIVER LETTER TO JUDGE CASTEL.	NV	1.00	150.00
09/28/07 REVISE LETTER TO JUDGE	ERH	0.70	231.00
09/29/07 REVIEW COURT ORDER; EMAIL WITH E. HOLTZ RE COURT APPEARANCE	YDS	0.20	110.00

TOTAL FEES SERVICES.....\$ 1,441.00

## DISBURSEMENTS:

	VALUE
TELEPHONE/FACSIMILE	6.20
DOCUMENT REPRODUCTION SERVICES	25.80
MAIL	23.34
SERVICE OF PROCESS FEES	150.00

TOTAL DISBURSEMENTS.....\$ 205.34

TOTAL BALANCE DUE FOR THIS PERIOD.....\$ 1,646.34

# MorrisonCohen<sub>LLP</sub>

019359 CAPSTONE - 14 WALL STREET  
0027 MORGAN FUNDING

DATE: 10/09/07  
INVOICE # 154525

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FOR PROFESSIONAL SERVICES RENDERED AS OF SEPTEMBER 30, 2007

VALUE

\*\*\*\*\* THIS BILL IS FOR CURRENT SERVICES ONLY \*\*\*\*\*

**MorrisonCohen**<sub>LLP</sub>

019359 CAPSTONE - 14 WALL STREET  
0027 MORGAN FUNDING

DATE: 11/13/07  
INVOICE # 156010

CAPSTONE - 14 WALL STREET  
14 WALL STREET - SUITE 5D  
NEW YORK, N.Y. 10005

TAXPAYER IDENTIFICATION  
NUMBER 13-3205994

FOR PROFESSIONAL SERVICES RENDERED AS OF OCTOBER 31, 2007

	ATTORNEY	HOURS	VALUE
10/02/07 REVIEW PROPOSED AMENDED PLEADING AND JURISDICTION	YDS	0.20	110.00
10/03/07 ATTN TO AMENDED COMPLAINT/DRAFT LETTER TO APPEL	ERH	0.30	99.00
10/04/07 TRAVEL TO AND FROM COURT TO FILE AMENDED COMPLAINT.	NV	1.50	225.00
10/04/07 REVIEWED AND PREPARED AMENDED COMPLAINT FOR FILING WITH THE COURT, OBTAINED REJECTED COMPLAINT, FORWARD AMENDED COMPLAINT TO SECRETARY FOR DRAFTING OF CERTIFICATE OF SERVICE, NOTARIZED AFFIDAVIT OF SERVICE AND FORWARD EDITED AMENDED COMPLAINT TO ASSISTANT FOR TRADITIONAL FILING	HG	0.70	133.00
10/05/07 PRE-TRIAL CONFERENCE BEFORE JUDGE CASTEL	ERH	2.00	660.00
10/05/07 FORWARD FILE STAMPED AMENDED COMPLAINT TO COURT VIA EMAIL, DOCKETING, CASE MANAGEMENT AND CALENDARING	HG	0.40	76.00
10/08/07 REVIEW FAX FROM E. HOLTZ RE CASE STATUS	YDS	0.20	110.00
10/09/07 REVIEWED ORDER FOR PRE-TRIAL CONFERENCE	YDS	0.20	110.00
10/24/07 CASE MANAGEMENT AND CALENDARING	HG	0.20	38.00

TOTAL FEES SERVICES.....\$ 1,561.00

DISBURSEMENTS:

VALUE

# MorrisonCohen<sub>LLP</sub>

019359 CAPSTONE - 14 WALL STREET  
0027 MORGAN FUNDING

DATE: 11/13/07  
INVOICE # 156010

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FOR PROFESSIONAL SERVICES RENDERED AS OF OCTOBER 31, 2007

DISBURSEMENTS:	VALUE
TRAVEL	8.00
TELEPHONE/FACSIMILE	1.20
DOCUMENT REPRODUCTION SERVICES	20.40
MAIL	19.69

TOTAL DISBURSEMENTS.....\$ 49.29

TOTAL BALANCE DUE FOR THIS PERIOD.....\$ 1,610.29

\*\*\*\*\* THIS BILL IS FOR CURRENT SERVICES ONLY \*\*\*\*\*

**MorrisonCohen**<sub>LLP</sub>

019359 CAPSTONE - 14 WALL STREET  
0027 MORGAN FUNDING

DATE: 12/07/07  
INVOICE # 156725

CAPSTONE - 14 WALL STREET  
14 WALL STREET - SUITE 5D  
NEW YORK, N.Y. 10005

TAXPAYER IDENTIFICATION  
NUMBER 13-3205994

FOR PROFESSIONAL SERVICES RENDERED AS OF NOVEMBER 30, 2007

	ATTORNEY	HOURS	VALUE
11/02/07 PRE TRIAL CONFERNECE BEFORE JUDGE CASTEL	ERH	1.00	330.00
11/06/07 DOCKETING, CALENDARING AND CASE MANAGEMENT	HG	0.30	57.00
11/19/07 NEW CASE OPENING, DOCKETING, CASE MANAGEMENT AND CALENDARING.	HG	0.20	38.00

TOTAL FEES SERVICES.....\$ 425.00

DISBURSEMENTS:

	VALUE
TELEPHONE/FACSIMILE	0.20

TOTAL DISBURSEMENTS.....\$ 0.20

TOTAL BALANCE DUE FOR THIS PERIOD.....\$ 425.20

\*\*\*\*\* THIS BILL IS FOR CURRENT SERVICES ONLY \*\*\*\*\*

**MorrisonCohen**<sub>LLP</sub>019359 CAPSTONE - 14 WALL STREET  
0027 MORGAN FUNDINGDATE: 01/15/08  
INVOICE # 158274CAPSTONE - 14 WALL STREET  
14 WALL STREET - SUITE 5D  
NEW YORK, N.Y. 10005TAXPAYER IDENTIFICATION  
NUMBER 13-3205994

FOR PROFESSIONAL SERVICES RENDERED AS OF DECEMBER 31, 2007

	ATTORNEY	HOURS	VALUE
12/12/07 DOCKETING, CASE MANAGEMENT AND CALENDARING.	HG	0.20	38.00
12/14/07 REVIEWED AND PREPARED AMENDED COMPLAINT FOR SERVICE AND FILING, DRAFTED AFFIDAVIT OF SERVICE, SENT SERVICE COPY VIA OVERNIGHT MAIL AND FORWARD AMENDED COMPLAINT TO OUTSIDE SERVICE FOR FILING WITH THE COURT.	HG	1.00	190.00
12/17/07 OBTAINED FILE STAMPED 2ND AMENDED COMPLAINT, SCANNED AND EMAILED FILE STAMPED COPY TO ATTORNEY	HG	0.20	38.00
12/18/07 DOCKETING, CASE MANAGEMENT AND CALENDARING.	HG	0.20	38.00
12/20/07 COURT CONFERENCE W JUDGE CASTEL	ERH	1.50	495.00
12/20/07 SENT SERVICE COPIES OF THE 3RD AMENDED COMPLAINT TO ALL PARTIES VIA OVERNIGHT MAIL, DOCKETING, CASE MANAGEMENT AND CALENDARING.	HG	0.40	76.00
12/21/07 DOCKETING, CASE MANAGEMENT AND CALENDARING AND FORWARD AMENDED COMPLAINT TO ASSISTANT FOR FILING WITH THE COURT.	HG	0.20	38.00
12/21/07 TRAVEL TO AND FROM USDC SDNY TO FILE A THIRD AMENDED COMPLAINT.	NV	1.00	150.00
12/26/07 DOCKETING, CASE MANAGEMENT AND CALENDARING.	NV	0.20	30.00

TOTAL FEES SERVICES.....\$ 1,093.00

DISBURSEMENTS: VALUE



# MorrisonCohen<sub>LLP</sub>

019359 CAPSTONE - 14 WALL STREET  
0027 MORGAN FUNDING

DATE: 01/15/08  
INVOICE # 158274

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FOR PROFESSIONAL SERVICES RENDERED AS OF DECEMBER 31, 2007

DISBURSEMENTS:	VALUE
SERVICE OF PROCESS FEES	85.00

TOTAL DISBURSEMENTS.....\$ 85.00

TOTAL BALANCE DUE FOR THIS PERIOD.....\$ 1,178.00

\*\*\*\*\* THIS BILL IS FOR CURRENT SERVICES ONLY \*\*\*\*\*

**MorrisonCohen**<sub>LLP</sub>019359 CAPSTONE - 14 WALL STREET  
0027 MORGAN FUNDINGDATE: 02/13/08  
INVOICE # 159110CAPSTONE - 14 WALL STREET  
14 WALL STREET - SUITE 5D  
NEW YORK, N.Y. 10005TAXPAYER IDENTIFICATION  
NUMBER 13-3205994

FOR PROFESSIONAL SERVICES RENDERED AS OF JANUARY 31, 2008

	ATTORNEY	HOURS	VALUE
01/10/08 PREPARE CASE SUMMARY FOR ATTORNEY REVIEW.	SPM	0.20	30.00
01/17/08 EMAILS W STEVE GRIN	ERH	0.20	70.00
01/22/08 DRAFT AFFIDAVIT IN SUPPORT OF MOTION FOR DEFAULT	ERH	1.90	665.00
01/23/08 EMAILS WITH E. HOLTZ RE AFFIDAVIT; REVIEW OF SAME	YDS	0.30	174.00
01/24/08 EMAILS WITH E. HOLTZ RE MOTION FOR DEFAULT JUDGMENT	YDS	0.20	116.00
01/24/08 DRAFT ZAMIR AFFIDAVIT	ERH	4.40	1,540.00
TOTAL FEES SERVICES.....\$			2,595.00

	VALUE
DISBURSEMENTS:	
TRAVEL	4.00
TELEPHONE/FACSIMILE	0.50
MAIL	35.19
DATABASE SEARCH	43.35
TOTAL DISBURSEMENTS.....\$	
83.04	
TOTAL BALANCE DUE FOR THIS PERIOD.....\$	
2,678.04	

\*\*\*\*\* THIS BILL IS FOR CURRENT SERVICES ONLY \*\*\*\*\*